



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

December 11, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES:
AMENDMENT NO. 6 TO AGREEMENT NO. H-207535 FOR INFECTION CONTROL
SURVEILLANCE AND PREVENTION SERVICES
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, to sign Amendment No. 6 to Infection Control Services Agreement No. H-207535 with Steven Hirsch & Associates, substantially similar to Exhibit I, to extend the term of the Agreement on a month-to-month basis, effective January 1, 2008, through June 30, 2008, for a maximum obligation of \$36,100, for services provided at Rancho Los Amigos National Rehabilitation Center (Rancho).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow for the continued provision of required infection control surveillance and prevention services at Rancho. The contractor requested a 4 percent increase for this extension period to cover increased insurance costs. The Department believes this increase is reasonable. The Agreement was approved by your Board on April 30, 2002, and was subsequently amended and extended through December 31, 2007, with the understanding that Rancho would recruit and hire a County employee who would become certified to perform infection control services.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

However, within the last few months, infection control requirements have been substantially increased by the California Department of Public Health and the Centers for Disease Control and Prevention (CDC) and the new requirements become effective, on a phased in basis, beginning January 2008. Because of these increased requirements, contracted services will continue to be necessary.

In addition, although the employee completed the training classes, she has not yet obtained the required certification because one of the new requirements is experience with acute care hospital infection control requirements. Since Rancho is not an acute care hospital, the employee has had limited opportunity to gain the required experience necessary to obtain certification. Rancho will continue its efforts to recruit staff who are certified.

The contractor, who works about 20 hours a week, supplements and supports infection control duties including analyzing infection control data, reviewing laboratory reports and patient records, conducting surveillance studies as indicated, and assisting with corrective actions.

FISCAL IMPACT/FINANCING

The maximum cost for the period January 1, 2008, through June 30, 2008, is \$36,100, based on an hourly rate of \$66.84.

Funding is included in Rancho's Fiscal Year 2007-08 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 30, 2002, your Board approved an Agreement with Steven Hirsh & Associates through June 30, 2003. On January 14, 2003, your Board approved Amendment No. 1 effective February 1, 2003 for the purpose of increasing the monthly rate. On June 17, 2003, your Board approved Amendment No. 2, effective July 1, 2003, through December 31, 2003, which revised the maximum obligation. On December 16, 2003, your Board approved Amendment No. 3 effective January 1, 2004, through December 31, 2004. Subsequently, on December 14, 2004, Amendment No. 4 was approved to extend the term through June 30, 2006, and revise the reimbursement from a monthly rate to an hourly rate, and most recently on May 2, 2006, your Board approved Amendment No. 5 effective July 1, 2006, through December 31, 2007.

An infection control surveillance and protection services program is mandated by Title 22 of the California Code of Regulations and by The Joint Commission. Such program must be managed by one or more individuals who have successfully completed a course of study in

Infection Control and are certified by the Certification Board of Infection Control and Epidemiology. Infection Control covers a broad spectrum of regulations from health, construction, occupational health, and sterilization regulatory agencies. Adequate staff is needed and must be present on-site at Rancho to develop, implement and evaluate the Infection Control program and to comply with The Joint Commission standards.

The hospital infection control plan requires continuous assessment and revision to meet the new demands of multi-drug resistant organisms and more virulent strains of pathogenic organisms. As a result, the infection control department has experienced increased responsibilities including: program design, monitoring and evaluation of the new programs as legislation and CDC recommendations occur. Healthcare facilities nationwide have seen an increase in the risk of healthcare associated infections (HAI). A large percentage of HAI cases can be eliminated with intensive programs for surveillance and prevention.

The State has set new standards to prevent hospital-acquired infections. The State of California passed Senate Bill 739, mandating public reporting of hospital infections, in September 2006 and began partial implementation in 2007. Rancho must enroll in CDC's National Healthcare Safety Network and then analyze and report collected data on HAI. By January 1, 2008, hospitals must pursue evaluation of the use of antibiotics, report annually to the California Department of Public Health on their implementation of infection surveillance and infection prevention measures and submit data on implemented process measures to CDC. Additionally, by January 1, 2009, hospitals must at minimum develop, implement, and periodically evaluate compliance with policies and procedures to prevent surgical site infections and develop policies and procedures to implement CDC standards and measures designed to prevent ventilator associated pneumonia. Due to increased workload as a result of SB 739, Rancho needs to continue using a contractor part-time to meet all the requirements.

Upon completion of an Invitation for Bids (IFB), DHS will return to the Board requesting approval of a new contract prior to the expiration of this Amendment.

Amendment No. 6 has been approved as to form by County Counsel and has been updated to include the most recent Board mandated language.

Attachment A provides additional information.

CONTRACTING PROCESS

DHS released an IFB on November 8, 2007, and posted the IFB on the County website. The due date for responses is December 10, 2007. The purpose of the IFB is to identify a contractor who can provide the services at Rancho on a part-time basis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of Amendment No. 6 will provide for the continued provision of infection control surveillance and prevention services at Rancho as required by The Joint Commission and State licensing requirements.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:RM:bjs

Attachments (2)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Infection Control Surveillance and Prevention Services at Rancho Los Amigos National Rehabilitation Center.

2. AGENCY ADDRESS AND CONTACT PERSON:

Steven R. Hirsch, President
Centennial Plaza
18837 Brookhurst Street, Suite 209
Fountain Valley, CA 92708-7302
Telephone No. (714) 965-2800

3. TERM OF AGREEMENT:

Effective on a month-to-month basis from January 1, 2008 through June 30, 2008.

4. FINANCIAL INFORMATION:

The estimated cost effective January 1, 2008 through June 30, 2008 is approximately \$36,100, based on an hourly rate of \$66.84.

5. GEOGRAPHIC AREA TO BE SERVED:

4th District.

6. ACCOUNTABLE FOR MONITORING:

Administrative Staff at Rancho.

7. APPROVALS:

Chief Executive Officer: Jorge Orrozco

Contracts and Grants: Cara O'Neill, Chief

County Counsel (approval as to use): Maya Lee, Deputy County Counsel

INFECTION CONTROL SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

STEVEN HIRSCH & ASSOCIATES
(hereafter "Contractor").

WHEREAS, the parties have entered into a certain document
entitled "Infection Control Services Agreement", dated
April 30, 2002 and further identified as County Agreement No.
H-207535 and amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the
term and revise certain provisions under said Agreement; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The provisions of this Amendment shall become effective
January 1, 2008.

2. Agreement Paragraph 1, TERM, shall be revised to read as
follows:

"1. TERM: The term of this Agreement shall commence on

April 30, 2002 and shall continue on a month-to-month basis to and including June 30, 2008, unless sooner terminated by County."

3. Exhibit B-4, BILLING AND PAYMENT, shall be replaced with Exhibit B-5 attached herein by reference.

4. Agreement Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for Contractor performance under this Agreement for the period effective January 1, 2008 through June 30, 2008 shall not exceed Thirty-Six Thousand, One Hundred Dollars (\$36,100), based on the hourly rate of \$66.84."

5. Paragraph 51, FORCE MAJEURE, of the body of the Agreement shall be added as follows:

"51. FORCE MAJEURE: Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any

fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical
Officer

STEVEN HIRSCH & ASSOCIATES
Contractor

By Steven R. Hirsch

Title Owner
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDINFC6:amb
09/09/07

BILLING AND PAYMENT

A. Subject to body of this Agreement, County shall compensate Contractor as set forth in this Exhibit. County's maximum obligation under this Agreement may not exceed the Board approved amount, regardless of amounts billed, unless the Agreement is amended by County's Board of Supervisors to provide a higher maximum obligation.

B. Compensation to Contractor for the provision of Infection Control Services during the period January 1, 2008 through June 30, 2008, shall be based on the hourly rate of \$66.84. Contractor agrees to provide such time as is necessary to perform the services required under this Agreement, up to a maximum of ninety (90) hours per month. All such service hours shall be performed on-site at Rancho Los Amigos National Rehabilitation Center.

C. Contractor shall maintain for County a record of all time allocated to this project.

D. County shall pay Contractor within thirty (30) calendar days following receipt of an accurate and complete invoice. Such invoice shall, at a minimum, include each date on which services were provided, the number of hours or quarterly portion thereof rounded up to the nearest quarter hour, provided on each date and the name of the individual or individual providing the service.

E. County's Billing Address is:

Rancho Los Amigos National Rehabilitation Center

7601 E. Imperial Highway

Downey, CA 90242

Attention: Expenditure Management